



Great Rivers Greenway

REQUEST FOR PROPOSAL

Comprehensive Legal Services

Proposal Release Date: November 24, 2015

Contact Person: Hilary Smith

Phone #: (314)932-4908

E-mail: hsmith@grgstl.org

PROPOSAL DUE DATE: December 18, 2015 @ 10:00AM, CDT

RETURN PROPOSAL AND ADDENDA TO:

Great Rivers Greenway District
Attn: Hilary Smith
Director of Finance and Administration
6178 Delmar Boulevard
St. Louis, Missouri 63112

REQUEST FOR PROPOSAL COMPREHENSIVE LEGAL SERVICES

The Great Rivers Greenway District is inviting sealed proposals for: Comprehensive Legal Services.

Proposals must be received at the District Office, 6178 Delmar Boulevard, St. Louis, Missouri 63112, to arrive no later than the date and time listed below in a sealed envelope that is plainly worded:

SEALED PROPOSAL FOR: COMPREHENSIVE LEGAL SERVICES DATE DUE: December 18, 2015 @ 10:00AM, CDT

It is the responsibility of the offeror to ensure timely delivery of the proposal. Any proposal received after the proposal closing time will be returned unopened. Unsigned proposals will be considered non-responsive and will be rejected.

Proposals shall be opened publicly at 10:00AM CDT on December 18, 2015 at the District Office, which is at 6178 Delmar Boulevard. The name of each Firm shall be publicly read and recorded. All other information contained in the Proposal shall be held confidential. Proposals will not be available for public inspection until a contract is awarded. You are invited to attend the Proposal opening.

The initial period of the contract shall be one (1) year beginning on the date of award. The District reserves the option to renew the contract for a total of four (4) additional years on an annual basis or a portion thereof. Annual renewals thereafter shall be based solely on the determination of the District as to the performance, costs and general quality of the services provided by the successful Firm or Firms selected. Prices shall be firm for the first initial year and prices for the four (4) subsequent years are based on the Firm's response to the RFP. Preference may be given to those Firms who hold prices for additional years. Submittal are confidential.

Please refer questions regarding this proposal to Hilary Smith at 314-932-4908

IMPORTANT DATES

ISSUE DATE.....November 24, 2015

REQUEST FOR INTERPRETATION DUE..... December 9, 2015

RETURN DATE & TIME OF PROPOSAL – PUBLIC OPENING..... December 18, 2015, 10:00 AM, CDT

INTERVIEWS.....To begin Week of January 11, 2016

BOARD DECISION.....February 9, 2016



BACKGROUND OF THE DISTRICT

The Great Rivers Greenway District (hereafter the “District”) is a multi-jurisdictional special park district serving as a political subdivision of the state of Missouri. The District was created in 2000 through a public referendum in the City of St Louis, St. Louis County, and St. Charles County. Great Rivers Greenway District is making the St. Louis region a better place to live by developing the River Ring, a 600-mile system of interconnected greenways, parks and trails. Through this effort, the District works to provide active transportation alternatives, preserve nature, improve health and increase the economic vitality of the St. Louis region.

The District is an equal opportunity employer.

OVERVIEW OF THE DISTRICT

BOD: 12 Appointed Board Members, Regular meetings held once per month

Budget: Board Approved 2015 Capital and Operating Budgets of \$22 million and Revenue Budget of \$30 million

Employees: 18 full-time employees, 3 part-time employees, 3-4 temporary employees and interns

Employee Benefits: Medical, dental, short and long term disability, and life insurance along with a Defined contribution plan provided to staff who regularly work 30 or more hours per week.

I. GENERAL REQUIREMENTS

1. The District will receive sealed Proposals from qualified law Firms for providing **Comprehensive Legal Services**.
2. The purpose of this Request for Proposal (RFP) is to establish the requirements for providing Comprehensive Legal Services, and to solicit Proposals from reputable, licensed law Firm or Firms or individuals (hereafter "FIRM") who are members of, and in good standing with, The Missouri Bar for providing such legal services. The District will entertain Proposals from Firms or attorneys who may be called upon to provide comprehensive legal services on an as-needed basis at an amount and according to the terms fixed by their agreement. The RFP requests a great amount of detail to avoid delays, misunderstanding, and to simplify the evaluation of the Proposals. The Firm is requested to respond to each specification.
3. The Firm must submit a complete Proposal covering all requirements identified in this RFP package in order to be considered. All Proposals will be carefully scrutinized to ensure that such requirements can be met. Proposals submitted must be the original work product of the Firm. One Proposal (five copies plus 1 copy on compact disk or thumb drive) per Firm will be accepted.
4. Six (6) copies; one (1) original and four (4) copies and a (1) PDF or Word document copy on compact disk (CD) or thumb drive of the Proposal shall be sealed and plainly marked on the envelope with the name "**COMPREHENSIVE LEGAL SERVICES**" and delivered to:

Great Rivers Greenway District
Attn: Hilary Smith
Director of Finance and Administration
6178 Delmar Boulevard
St. Louis, Missouri 63112

5. Proposals will be received until **10:00AM , CDT, December 18, 2015**. Electronic or facsimile offers will not be considered in response to this RFP, nor will modifications by electronic or facsimile notice be accepted. Public opening will occur at **10:00AM CDT on December 18, 2015** at District Office, located at 6178 Delmar Boulevard, St. Louis, Missouri 63112.
6. The Firm shall insure its Proposal has been received by the District prior to the deadline date and time. It should not be assumed by the Firm that its Proposal envelope sent by US mail, UPS, FedEx or any other currier will be in the correct hands by the Proposal deadline. Be sure to mark the outside of the currier envelope with **COMPREHENSIVE LEGAL SERVICES**. A Proposal envelope incorrectly marked on the outside is subject to misrouting within the District and may not be in the correct hands by the RFP deadline.
7. The information presented in the RFP is not to be construed as a commitment of any kind on the part of the District. There is no expressed or implied obligation or the District to reimburse responding Firms for any expenses incurred in preparing Proposals in response to this request. All costs incurred shall be the sole

responsibility of the Firm.

8. All Proposals must be submitted on the District forms as specified and provided in the RFP. Those Proposals submitted on forms other than the enclosed may be rejected. Alternate Proposals that significantly deviate or modify the concept and ultimate objectives of this Proposal will not be considered. Non-compliance with RFP specifications may disqualify Proposals from further consideration. The District, in its sole discretion, will determine whether there is non-compliance.
9. Any explanation or statement that the Firm wishes to make must be contained with the Proposal but shall be written separately and independently of the Proposal must be and attached thereto. Unless the Firm so indicates, it is understood that the Firm has proposed in strict accordance with the RFP requirements.
10. The District reserves the right to reject any or all Proposals and to waive informalities and minor irregularities in Proposals received. The District, in its sole discretion, will determine whether an irregularity is minor.
11. All Proposals shall be deemed final, conclusive and irrevocable and no Proposal shall be subject to correction or amendment for any error or miscalculation. No Proposal shall be withdrawn without the consent of the District after the scheduled closing time for the receipt of Proposals.
12. Proposals, prices, terms and conditions shall remain firm for a period of ninety (90) days from the due date for Proposals or until that time when the District takes official action on the Proposals.
13. The Firm is responsible for its own verification of all information provided herein. The firm must satisfy itself, upon examination of this RFP, as to the intent of the specifications. After the submission of the Proposal, no complaint or claim that there was any misunderstanding will be entertained.
14. No oral interpretation will be made to any Firm as to the meaning of the RFP. Any oral communication will be considered unofficial and non-binding on the District. Unauthorized contact by the Firm with other District employees or Board members regarding the RFP may result in disqualification.
15. Requests for interpretation must be made in writing to Hilary Smith at the District Office location no later than 3:00PM CDT December 9, 2015. Any information given to a Firm concerning the RFP will be furnished to all Firms as an addendum to the RFP, if in the District's sole discretion such information is deemed necessary to all Firms in submitting Proposals on the RFP, or the lack of such information would be prejudicial to uninformed Firms. The Firm should rely only on written statements issued by the District in the form of an addendum to the RFP.
16. The District may accept one part, aspect or phase, or any combination thereof, of any Proposal unless the Firm specifically qualifies its offer by stating that the Proposal must be taken as a whole.

17. The District may award a contract based upon the initial Proposals received without discussion of such Proposals. Accordingly, each initial Proposal should be submitted with the most favorable price and service standpoint.
18. All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri.
19. The Firm shall not, under penalty of law and immediate disqualification of the Proposal, offer or give any gratuities, favors or anything of monetary value to an officer, employee, agent, or Board of Directors member of the District for the purpose of influencing favorable disposition toward a submitted Proposal or for any reason while a Proposal is pending or during the evaluation process.
20. The District makes no guarantees as to the amount of services required. The District reserves the right to review the qualifications of, and to approve in advance, any attorney within a given Firm who is assigned to provide comprehensive legal services to the District. The issuance of subsequent contracts shall be at the sole discretion of the District.
21. The successful firm shall not have conflicts of interest as to revenues derived from the results of transactions made on behalf of the Great Rivers Greenway District. No salaried officer or employee of the District and no member of the Board of Directors shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. The Firm further covenants that in the performance of this contract no person having such interest shall be employed to work on legal matters concerning the Great Rivers Greenway District or the District's list of vendors. The Firm should list and describe any prior or ongoing engagements or professional relationships that would constitute a potential conflict of interest, together with a statement explaining why such relationships do not constitute a conflict of interest. The Firm covenants and agrees that officers, employees, and subcontractors will have no interest, including personal financial interest, and will acquire no interest, either directly or indirectly, that will conflict in any manner with the performance of the services called for under this RFP.
22. No Firm shall engage in any activity or practice, by itself or with other Firms, the result of which may be to restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will result in immediate rejection of the Firm's Proposal.
23. In the event of a conflict between the Proposal and the RFP, the District shall resolve any inconsistency in favor of the RFP. Additionally, the District shall in good faith decide all inconsistencies and/or disputes pertaining to the Proposal and the RFP. The Firm agrees to abide by the decisions of the District.
24. The District, in its discretion, may terminate the contract for legal services in whole or in part at any time, whenever it is determined that the successful Firm has failed to comply with or breached one or more of the terms and conditions of the contract or specifications incorporated therein and the successful Firm has failed to correct such failure or breach to the District's satisfaction within a period of fifteen (15) days after receiving written notice thereof from the District. In the event of the partial or total termination of the contract, it is hereby agreed that the

District shall only be obligated to pay in accordance with the terms of the contract for materials and services, which have been accepted by the District.

25. Either party to the agreement may terminate at any time upon a 30-day written notice to other. If either party elects to terminate the agreement within the initial 3-year period, The District will require the Proposer to turn over to it, or to other designated counsel, all files and any work product produced in connection with The District's matters, except such pending matters as The District and the Proposer may agree will be handled to completion.

If the agreement is terminated, Proposer is entitled to receive just and equitable compensation for any services rendered and costs and fees paid by it.

26. Initial Proposals may not be withdrawn for ninety (90) calendar days from the due date for Proposals except with the express written consent of the District. If a Proposal is accepted as submitted, the final contract for legal services shall consist of the contract for legal services, this RFP, plus any addenda thereto, and the Firm's Proposal.
27. In the event the contract for legal services initially awarded by the District is terminated for any reason within one-hundred twenty (120) days of the due date for Proposals, the District reserves the right to negotiate and accept any other submitted Proposal.
28. The District shall not be responsible for any pre-contract expenses of any Firm, including the successful Firm, incurred prior to the commencement of the contract.
29. The submission of a Proposal will indicate the Firm has read the general and specific instructions, that the Firm understands the requirements and can supply the services specified.
30. No alterations, erasures or additions are to be made in the typewritten or printed matter, unless initialized in ink.
31. All information required by the Proposal except the signature should be typewritten and must be legible. Signatures must be handwritten. Illegible or vague Proposals will be rejected. Proposals not properly signed will be considered non-responsive.
32. The initial period of the contract shall be one (1) year beginning on the date of award. Prices will remain firm for the initial period. The District reserves the option to renew the contract for a total of four (4) additional years on an annual basis or a portion thereof. Annual renewals thereafter shall be based solely on the determination of the District as to the performance, costs and general quality of the services provided by the successful Firm selected. The ability to submit firm cost figures for more than the first year shall have a positive impact on the evaluation of the proposal. Preference may be given to Firms who are able to submit firm cost figures for five (5) years. However, if this is not the case, in subsequent years, prices will be subject to negotiation at the time of renewal and require approval by the District, and may result in non-renewal of the contract.

33. Firm is prohibited from assigning, transferring, conveying, subletting, contracting or otherwise disposing of this Proposal or any resultant agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, Firm or corporation without the previous written approval of the District.
34. During the term of representation, all counsel providing legal representation for the District shall be properly licensed to practice in the State of Missouri and in good standing with the Missouri Bar Association.
35. The District reserves the right of approval regarding the assignment of the Firm's personnel to represent the District. At the written request of the District, the Firm will immediately replace any personnel assigned.
36. The successful Firm shall be required to provide proof of and maintain:
 - a) Worker's Compensation and Employer's Liability Insurance as required by law.
 - b) Comprehensive General Liability Insurance with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate coverage with a deductible of not more than \$5,000 and naming the Great Rivers Greenway District as an additional insured party.
 - c) Professional Liability Insurance including errors and omissions with a limit of not less \$2,000,000.
 - d) Professional Malpractice Insurance.
 - e) The Firm shall provide required Certificate(s) of Insurance within ten (10) days of contract award notification and maintain such insurance during the entire term of the contract.

II. CERTIFICATION

By submission of this proposal the Firm certifies:

1. That the Firm has not paid nor agreed to pay any person, other than a bona fide employee, a fee or brokerage resulting from the award of this contract.
2. That the fees quoted in this proposal have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition as to any matter relating to such fees with any other firm.
3. That the Firm is duly licensed to perform the work requested in this Proposal and is in good standing with the Missouri Bar Association and the State of Missouri. The Firm agrees to comply with all applicable legal provisions as set forth in the Missouri Revised Statutes, to include all federal, state and local regulations, ordinances and understands these provisions are part of any contract awarded to the Firm.
4. The Firm agrees to keep the information related to all District issues in strict confidence. Other than the reports submitted to the District, the Firm agrees not to publish, reproduce or otherwise divulge such information in whole or in part in any manner or form, or authorize or permit others to do so, taking such reasonable

measures as are necessary to restrict access to the information to those employees on its staff, Board of Director’s staff or the District’s staff who must have the information on a “need to know” basis.

III. SCOPE OF SERVICES

The services requested may include, but are not necessarily limited to, the items identified below.

1. Advice, direction and representation regarding operation of the Great Rivers Greenway District in legal matters.
2. Investigation, legal research and writing, preparation of pleadings, legal memoranda and brief appearances before administrative boards, trial and appellate courts.
3. Legal advice and representation of the District in litigation on an as-required basis on any or all matters, including, but not limited to the following SCOPE OF SERVICES:

• Board of Directors Policies and Procedures	• EEOC
• Board of Directors Liability	• Liability
• Public Elected Officials Liability	• Litigation
• Review and Interpretation of Statutes, Rules etc.	• Personnel and Employee Relations
• Sunshine Law Requests	• Labor Relations
• Vendor Actions	• Employee Contracts
• Intergovernmental Agreements	• Union Contracts
• Real Estate Acquisitions/Disposals, Easements, Leases and Licenses	• FMLA
• Any other contracts involving interest in real property matters	• ADA
• Public Purchase and Lease Contracts	• General Operating Procedures
• Worker’s Compensation	
• Insurance Contracts	
• Bond Counsel Services	
• Employee Benefit Trust	
• Construction Litigation	
• Construction and Maintenance Liability	
• General Tort Liability	
• General District matters as required	

4. Other required services including all clerical assistance, printing and duplicating as required. District personnel will be made available, when appropriate, to provide necessary assistance such as research of historical records, or other information needed to perform comprehensive legal services for the District.

IV. SPECIFIC INSTRUCTIONS FOR COMPLETING PROPOSAL

In order to maximize the efficiency of the evaluation process, it is imperative that the following instructions for organizing the written Proposal be followed carefully. Listed below is the order of content as noted by tabs.

1. Six (6) copies; one (1) original and four (4) copies and a (1) PDF or Word document copy on compact disk (CD) or thumb drive of the Proposal will be in a binder of the Firm's choice. There is no set style binder requirement. The binder size will be determined by the amount of information provided within. Each of the five (5) binders and their information will be identical. The binder will have the following listed "TABS" 1 – 6 and will be placed in the ordered contained herein:
 - a. TAB 1 – FIVE YEAR PRICE STRUCTURE **FORM** (see page 16)
 - b. TAB 2 – OTHER PRICE STRUCTURES **FORM** (see page 17)
 - c. TAB 3 - TERMINATION FOR DEFAULT **FORM** (see page 18)
 - d. TAB 4 - FINANCIAL RELATIONSHIP/CONFLICT OF INTEREST **FORM** (see page 19)
 - e. TAB 5 – DISCLOSURE OF TECHNICAL DATA **FORM** (see page 20)
 - f. TAB 6 – E-VERIFY **FORM** (see page 21)
2. Proposal should demonstrate the firm's understanding of the scope of work required, and that it is capable of meeting these requirements. The following information must be contained in the proposal (*A firm brochure or other professional public relations pamphlets may be included as addenda to the proposal, but not in lieu of responses to information specified*):
 - I. The complete legal name of the firm and its organizational format (partnership, limited partnership, public corporation, etc.), along with a brief history and description of the firm.
 - II. A listing of the firm's permanent office locations, including complete addresses, and phone and fax numbers.
 - III. The firm's primary areas of specialization or legal expertise.
 - IV. The firm's total number of employees by category: partners, associates, paralegals, and administrative staff.
 - V. Complete profiles of the firm's managing partner, section or practice group heads, and the attorneys who will primarily handle the Agency's matters, including: law school attended and year of graduation, dates of Bar admission/s, area/s of specialty; professional and academic recognitions, litigation and ADR experience, tenure with the firm and/or prior experience with other firms, and published articles in legal or professional magazines.
 - VI. A representative listing of major clients ² for whom work has been performed within the last 24 months, including any governmental or other public or quasi-public entities or special purpose districts. Select from that

list at least 4 clients whom this Agency may contact for a reference, and include the client name, address, phone number, and the name and contact information of a person there who can fully discuss that client's relationship with you.

- VII. The firm's rating in Martindale-Hubbell and/or listings in any other recognized legal or professional listings.
- VIII. The identity of the senior partner or principal who will have ultimate accountability for the legal services provided and fees charged to The District. The identity of the Attorney who will be dedicated to the District's services.
- IX. Available office technology such as computer hardware and software, on-line capabilities, and access to legal research, and business information sources.
- X. Hourly rate(s): State the hourly rate to be charged for professional services for the first year of the agreement and each subsequent renewal year of the agreement. This should include the services of the senior partner or principle attorney assigned to The District's account, as well as the services of other firm members, associates, paralegals or legal assistants, and interns.
- XI. Pursuant to the requirements of the Rules of Professional Conduct, provide a description of the firm's procedures for ensuring that a conflict of interest does not exist, and its procedures for resolving a conflict that does arise. Include copies of any documents used by the firm when seeking to obtain a waiver of a conflict from clients, former clients, or prospective clients.
- XII. **TAB 1 - FIVE YEAR PRICE STRUCTURE FORM:** (Self-Explanatory)
- XIII. **TAB 2 – OTHER PRICE STRUCTURES FORM:** A listing of any items such as letters, phone calls or other types of services generating a cost to the District and not included in the Five Year Price Structure on page 16. Show a formula or explanation on how these additional costs will be determined and billed to the District.
- XIV. **TAB 3 - TERMINATION FOR DEFAULT FORM** (Self-Explanatory)
- XV. **TAB 4 - FINANCIAL RELATIONSHIP FORM** (Self-Explanatory)
- XVI. **TAB 5 - DISCLOSURE OF TECHNICAL DATA FORM** (Self-Explanatory)
- XVII. **TAB 6 – E-VERIFY FORM** (Self Explanatory)

V. EVALUATION COMMITTEE

The District will select an Evaluation Committee which will consist of District representatives and any outside experts the District considers necessary to evaluate the Proposals. A review committee will evaluate all responses to this RFQ. From this review, the committee may select a Firm(s) solely on the basis of submittals, or may additionally identify a short list of individual or team candidates for possible interviews. The committee may contact any or all respondents to clarify submitted information. The evaluation criteria will be included in this process.

Upon selection of a firm, the District will negotiate a scope of services and other terms and conditions of an agreement with the selected firm. If such negotiations are not successful, the District reserves the right to begin negotiations with other respondents. Respondents whose qualifications are not accepted will be notified as soon as practical.

Selection Criteria

The Selection Committee will select the consultant team(s) or individuals that most closely satisfy the criteria listed below.

1. Successful completion of work of similar scope within the last five (5) years.
2. Demonstrated experience and technical competence of the Firm(s) or individuals relative to the task requirements outlined within the Scope of Work.
3. Capacity of the Firm to provide the full range skills needed.
4. Demonstrated understanding of complex projects and partnerships.
5. Overall approach to the Scope of Work and evidence of the Firm's ability to generate creative solutions for the proposed deliverables identified that will achieve the District's proposed evaluation criteria.
6. Any other relevant information offered or discovered during the evaluation process.

VI. INTERVIEWS

The Evaluation Committee will select approximately 3 (Three) to 5 (Five) Firms that provided the most advantageous Proposals to the District as outlined in this RFP as determined by the District in its sole and absolute discretion. Those Firms selected will be interviewed by the Evaluation Committee for the final evaluation process. It will be the sole discretion of the Evaluation Committee and the District as to which Firms are selected. Those interviews will begin the week of January 11, 2016. The Evaluation Committee will use some or all of the items listed below and others as they deemed appropriate:

1. The Firm's responsiveness of the Proposal in clearly stating and understanding the scope of work, and in meeting the requirements and specification of the RFP. The

Firm consistently addressed the services requested in the RFP. Proposal contained a comprehensive statement of understanding of the work to be performed.

2. The Firm appears qualified to perform the work requested, as evidenced by: recent similar legal experience; registration, licensure, and permits are in compliance; has staff experienced at providing legal services to governmental agencies; is licensed and insured and is a member in good standing with The Missouri Bar Association.
3. Previous experience of the Firm in general as well as that of the individual(s) assigned to work with the District appear qualified and available to perform the work requested. The relationship of staff to the District is free of conflicts of interest. Education, training and experience is extensive.
4. Résumés.
5. The Firm appears to have the ability to respond in a timely manner to the District's request for assistance and advice.
6. Qualifications of the Firm, financial and otherwise, to provide the District with the services for the required period of time; to provide appropriate staffing; to provide necessary resources; and a history of demonstrated competence.
7. District's assessment of the Firm's abilities to meet and satisfy the needs of the District, taking into consideration additional services or expertise offered that exceed the requirements, or the Firm's inability to meet some of the requirements of the specifications.
8. Relevancy to the District and appropriateness of the Firm's affiliations, professional memberships, professional and staff training programs, publications and other contributions.
9. The Firm provided quality references.
10. The Firm has the best interest of the District in mind.
11. The Firm has experience with parks and recreation districts or other government entities.
12. The Firm appears to be able to offer a full array of legal services on an ongoing basis.
13. The Firm has adequate staff. Firm has been at its current location for at least three years.
14. The Firm has identified the attorney(s) who will be dedicated to the District services.
15. The method used to formulate the cost to perform legal services appears reasonable.

16. All cost parameters.

VII. AWARD

1. Award will not be made based solely on price alone, rather what the District best believes will best promote the public interest, taking into consideration the qualifications of the Firm; responsiveness of the interview process; meeting the requirements and specifications; contractual requirements and any additional specific criteria as deemed pertinent by the District. Only the District is in a position to determine its own best interest; therefore, the District shall be the sole judge in determining the quality and appropriateness of the services proposed.
2. The District's decision shall be final.
3. The District reserves the right to make awards at any time within ninety (90) days after the date of the opening, during which period proposals may not be withdrawn unless authorized by the District.

VIII. CONTRACT

1. The issuance of a formal contract to the successful Firm will be considered sufficient notice of acceptance of contract. This contract shall bind the Firm to furnish and deliver goods or services at the prices specified in, and in accordance with the conditions of, this RFP. If the Firm will require the District to sign an additional contract, then a copy of the contract **MUST** be included with the proposal. In the event of a conflict between the requirements of this RFP and the proposed contract, the terms and conditions of the RFP will take precedence.
2. Non-performance of contract will give sufficient cause for the District to cancel the contract. Non-performance shall be construed to include, but is not restricted to, failure of successful Firm to deliver in the time specified, or in the manner required. Cancellation of contract for any reason may result in the removal for an indeterminate time of the successful Firm's name from the vendor list on future proposals.
3. Each Firm shall retain all books, accounts, reports, files and other records relating to the acquisition and performance of the contract for a period of five (5) years after completion of the contract. This requirement includes any subcontractors.
4. The District may, by written notice to the Firm, immediately terminate this contract if the District determines that employment or gratuity was offered or made by the Firm or a representative of the Firm to any officer or employee of the District for the purpose of influencing the outcome of the procurement or securing the contract, an amendment to the contract, or favorable treatment concerning the contract, including the making of any determination or decision about contract performance.
5. Any contract entered into as a result of this solicitation is for the convenience of the

District and as such, may be terminated without default by the District by providing a written thirty (30) day notice of termination.

IX. PAYMENTS

1. The Great Rivers Greenway District will pay for professional services on the basis of an hourly rate as provided by the RFP agreement. All other expenses incurred in representation of the District by the Firm will be reimbursed on a cost formula basis or paid direct (e.g., deposition or expert witness fees.)
2. Payment will be made only after submission of proper invoices as required by the District and within applicable state law. The invoice must identify the nature of the services performed, hours worked at contract rates and individuals performing the services.
3. Payment of any invoice shall not preclude the District from making claim for adjustment on any item or service found not to have been in accordance with general conditions and specifications.
4. Regular accounting and billing for services and expenses shall be required.
5. Invoices will be submitted on a Monthly basis.
6. The District will not cover for following expenses: copying, printing, postage, mileage, double teaming, ramp up time and interoffice conferences.

X. OTHER

1. The successful Firm shall not be held responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemy's strikes, fires, floods, acts of God or any other acts not within the control of the successful Firm and which by the exercise of reasonable diligence the Firm is unable to prevent.
2. Unless otherwise provided for in the specific instructions or specifications, it is mutually understood and agreed that the successful Firm shall not assign, transfer, convey, sublet or otherwise dispose of this contract or his right, title or interest therein without prior written approval of the District.
3. Periods of time, stated as number of days, shall be in calendar days.
4. Firm shall provide the required Certificate(s) of Insurance within ten (10) days of contract award notification.
5. After the award of this contract, Public Inspection of Proposals, under the specifications of the RFP may be viewed by appointment only. Contact Hilary Smith, 314-932-4908 to schedule an appointment.

TAB 1: FIVE YEAR PRICE STRUCTURE FORM

The schedule of professional fees and expenses must be completed. The nature and cost of special services not outlined in the table below must be described and disclosed as separate components of the total price. State price for engagement and whether prices are firm.

Year One (1) FIRM PRICES	Hourly Rate	Year Two (2)	Hourly Rate
Partner		Partner	
Associate		Associate	
Paralegal		Paralegal	
Clerical & Typing & Reproduction		Clerical & Typing & Reproduction	
Research		Research	
Counsel		Counsel	
Other (Specify)		Other (Specify)	
Year Three (3)	Hourly Rate	Year Four (4)	Hourly Rate
Partner		Partner	
Associate		Associate	
Paralegal		Paralegal	
Clerical & Typing & Reproduction		Clerical & Typing & Reproduction	
Research		Research	
Counsel		Counsel	
Other (Specify)		Other (Specify)	
Year Five (5)	Hourly Rate		
Partner			
Associate			
Paralegal			
Clerical & Typing & Reproduction			
Research			
Counsel			
Other (Specify)			

TAB 2: OTHER PRICE STRUCTURES FORM

List of any items such as letters, phone calls or other types of services generating a cost to the District and not included in the Five Year Price Structure on page 20 including process for billable time, work authorization and addressing conflicts. *The District will not cover for following expenses: copying, printing, postage, mileage, double teaming, ramp up time and interoffice conferences.* Show a formula or explanation on how these additional costs will be determined and billed to the District.

TAB 3: TERMINATION FOR DEFAULT FORM

All contracts terminated for default within the last five (5) years should be noted below. Termination for default is defined as notice to stop performance due to Firm's non-performance or poor performance. Submit full details of all terminations for default experienced. The District will evaluate the facts and may at its sole discretion reject the Firm's Proposal if the facts discovered indicate that the completion of contract resulting from this RFP may be jeopardized by selection of the Firm. If the Firm has experienced no such terminations for default in the past five (5) years, so indicate.

TERMINATED CONTRACTS WITHIN THE LAST FIVE (5) YEARS.

**TAB 4: FINANCIAL RELATIONSHIP AND
CONFLICT OF INTEREST FORM**

The successful firm shall not have conflicts of interest as to revenues derived from the results of transactions made on behalf of the Great Rivers Greenway District. No salaried officer or employee of the District and no member of the Board of Directors shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. The Firm further covenants that in the performance of this contract no person having such interest shall be employed to work on legal matters concerning the Great Rivers Greenway District. The Firm should list and describe any prior or ongoing engagements or professional relationships that would constitute a potential conflict of interest, together with a statement explaining why such relationships do not constitute a conflict of interest. The Firm covenants and agrees that officers, employees, and subcontractors will have no interest, including personal financial interest, and will acquire no interest, either directly or indirectly, that will conflict in any manner with the performance of the services called for under this RFP. List names and explain any financial relationships as mentioned:

OR

By signing this Firm Identification Form, the Firm certifies that there are no “PARTIES OF INTEREST” or “CONFLICTS OF INTEREST”, as defined by state and/or federal regulations, existing between the Firm and the District or any of its employees, agents or Board of Directors members.

Printed Name

Authorized Signature

Date

TAB 5: DISCLOSURE OF TECHNICAL DATA FORM

Proposals may contain data that the Firm does not want used or disclosed for any purpose other than evaluation of the Proposal. The use and disclosure of such data may be so restricted, if the following is provided in the RFP:

“Technical data contained on pages _____ and _____ in this Proposal furnished in connection with the Request for Proposal of the Great Rivers Greenway District shall not be used nor disclosed except for evaluation purposes, provided that, if a Contract is awarded to this Firm as a result of or in connection with the submission of this Proposal, Great Rivers Greenway District shall have the right to use or disclose technical data to substantiate the award of a Contract.”

The above restriction does not limit the District’s rights to use or disclose without the Firm’s permission any technical data obtained independently from another source. Proposals shall not contain any restrictive language different from the above legend. Proposals submitted with restrictive legends or statements which differ from the above will be treated under the terms of the above legend. The District assumes no liability for disclosure or use of unmarked technical data and may use or disclose the data for any purpose.

TAB 6: E-VERIFY FORM

FEDERAL WORK AUTHORIZATION PROGRAM (“E-VERIFY”) ADDENDUM

Pursuant to Missouri Revised Statute 285.530, all business entities awarded any contract in excess of five thousand dollars (\$5,000) by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. In addition, the business entity must affirm the same through sworn affidavit and provision of documentation. In addition, the business entity must sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the services being provided, or to be provided, to the District.

Accordingly, your company:

- a) Agrees to have an authorized person execute the attached “Federal Work Authorization Program Affidavit” attached hereto as Exhibit A and deliver the same to the District prior to or contemporaneously with the execution of its contract with the District;
- b) Affirms it is enrolled in the “E-Verify” (formerly known as “Basic Pilot”) work authorization program of the United States, and are participating in E-Verify with respect to your employees working in connection with the services being provided (to the extent allowed by E-Verify), or to be provided, by your company to the District;
- c) Affirms that it is not knowingly employing any person who is an unauthorized alien in connection with the services being provided, or to be provided, by your company to the District;
- d) Affirms you will notify the District if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of Missouri Revised Statute 285.530, or any regulations issued thereto;
- e) Agrees to provide documentation of your participation in E-Verify to the District prior to or contemporaneously with the execution of its contract with the District (or at any time thereafter upon request by the District), by providing to the District an E-Verify screen print-out (or equivalent documentation) confirming your participation in E-Verify;
- f) Agrees to comply with any state or federal regulations or rules that may be issued subsequent to this addendum that relate to Missouri Revised Statute 285.530; and
- g) Agrees that any failure by your company to abide by the requirements a) through f) above will be considered a material breach of your contract with the District.

By: _____ (signature)

Printed Name and Title: _____

For and on behalf of: _____ (company name)